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AND JOHN MUHAMMED BEY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

ALI SALEEM BEY and JOHN MUHAMMAD BEY,

Case No. 14-cv-01626-JSC

Plaintiffs,

V.

CITY OF OAKLAND and DOES 1-100
Defendants.

**STIPULATED [PROPOSED]
PROTECTIVE ORDER FOR
LITIGATION INVOLVING PATENTS,
HIGHLY SENSITIVE CONFIDENTIAL
INFORMATION AND/OR TRADE
SECRETS**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of
 3 confidential, proprietary, or private information for which special protection from public disclosure
 4 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
 5 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
 6 Order. The parties acknowledge that this Order does not confer blanket protections on all
 7 disclosures or responses to discovery and that the protection it affords from public disclosure and
 8 use extends only to the limited information or items that are entitled to confidential treatment under
 9 the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below,
 10 that this Stipulated Protective Order does not entitle them to file confidential information under
 11 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that
 12 will be applied when a party seeks permission from the court to file material under seal.

13 **2. DEFINITIONS**

14 2.1 Challenging Party: a Party or Non-Party that challenges the designation of
 15 information or items under this Order.

16 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is
 17 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
 18 Civil Procedure 26(c).

19 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well
 20 as their support staff).

21 2.4 [Intentionally left blank]

22 2.5 Designating Party: a Party or Non-Party that designates information or items that it
 23 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
 24 CONFIDENTIAL – ATTORNEYS’ EYES ONLY

25 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium
 26 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
 27 transcripts, and tangible things), that are produced or generated in disclosures or responses to

1 discovery in this matter.

2 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to
3 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a
4 consultant in this action, (2) is not a past or current employee of a Party or of a Party's competitor,
5 and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party's
6 competitor.

7 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
8 Items: extremely sensitive "Confidential Information or Items," disclosure of which to another
9 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less
10 restrictive means.

11 2.9 [Intentionally left blank]

12 2.10 House Counsel: attorneys who are employees of a party to this action. House
13 Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.11 Non-Party: any natural person, partnership, corporation, association, or other legal
15 entity not named as a Party to this action.

16 2.12 Outside Counsel of Record: attorneys who are not employees of a party to this action
17 but are retained to represent or advise a party to this action and have appeared in this action on
18 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

19 2.13 Party: any party to this action, including all of its officers, directors, employees,
20 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

21 2.14 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
22 Material in this action.

23 2.15 Professional Vendors: persons or entities that provide litigation support services
24 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
25 storing, or retrieving data in any form or medium) and their employees and subcontractors.

26 2.16 Protected Material: any Disclosure or Discovery Material that is designated as
27 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

1 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material from a
 2 Producing Party.

3 **3. SCOPE**

4 The protections conferred by this Stipulation and Order cover not only Protected Material
 5 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all
 6 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
 7 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
 8 However, the protections conferred by this Stipulation and Order do not cover the following
 9 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
 10 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
 11 publication not involving a violation of this Order, including becoming part of the public record
 12 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
 13 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
 14 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
 15 Protected Material at trial shall be governed by a separate agreement or order.

16 **4. DURATION**

17 Even after final disposition of this litigation, the confidentiality obligations imposed by this
 18 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
 19 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
 20 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
 21 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
 22 time limits for filing any motions or applications for extension of time pursuant to applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
 25 Non-Party that designates information or items for protection under this Order must take care to
 26 limit any such designation to specific material that qualifies under the appropriate standards. To the
 27 extent it is practical to do so, the Designating Party must designate for protection only those parts of
 28 material, documents, items, or oral or written communications that qualify – so that other portions

1 of the material, documents, items, or communications for which protection is not warranted are not
2 swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
4 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
5 encumber or retard the case development process or to impose unnecessary expenses and burdens
6 on other parties) expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it designated for
8 protection do not qualify for protection at all or do not qualify for the level of protection initially
9 asserted, that Designating Party must promptly notify all other parties that it is withdrawing the
10 mistaken designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
12 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
13 Disclosure or Discovery

14 Material that qualifies for protection under this Order must be clearly so designated before
15 the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents, but
18 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
19 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
20 ONLY" to each page that contains protected material. If only a portion or portions of the material
21 on a page qualifies for protection, the Producing Party also must clearly identify the protected
22 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion,
23 the level of protection being asserted.

24 A Party or Non-Party that makes original documents or materials available for inspection
25 need not designate them for protection until after the inspecting Party has indicated which material
26 it would like copied and produced. During the inspection and before the designation, all of the
27 material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –
28 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants

copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony and specify the level of protection being asserted. When it is impractical to identify separately each portion of testimony that is entitled to protection and it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded) a right to have up to 21 days to identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted. Only those portions of the testimony that are appropriately designated for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

21 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
22 other proceeding to include Protected Material so that the other parties can ensure that only
23 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
24 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
25 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
26 – ATTORNEYS’ EYES ONLY.”

27 Transcripts containing Protected Material shall have an obvious legend on the title page that

1 the transcript contains Protected Material, and the title page shall be followed by a list of all pages
 2 (including line numbers as appropriate) that have been designated as Protected Material and the
 3 level of protection being asserted by the Designating Party. The Designating Party shall inform the
 4 court reporter of these requirements. Any transcript that is prepared before the expiration of a 21-
 5 day period for designation shall be treated during that period as if it had been designated “HIGHLY
 6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed. After
 7 the expiration of that period, the transcript shall be treated only as actually designated.

8 (c) for information produced in some form other than documentary and for any other
 9 tangible items, that the Producing Party affix in a prominent place on the exterior of the container
 10 or containers in which the information or item is stored the legend “CONFIDENTIAL” or
 11 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the
 12 information or item warrant protection, the Producing Party, to the extent practicable, shall identify
 13 the protected portion(s) and specify the level of protection being asserted.

14 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate qualified
 15 information or items does not waive the Designating Party’s right to secure protection under this
 16 Order for such material. Upon discovering an inadvertent failure to designate qualified information
 17 or items, a Designating Party shall expeditiously notify the Receiving Party in writing, and the
 18 Receiving Party must make reasonable efforts to assure that the material is treated in accordance
 19 with the provisions of this Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
 22 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
 23 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 24 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
 25 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 26 original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
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1 by providing written notice of each designation it is challenging and describing the basis for each
2 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
3 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
4 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must
5 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
6 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
7 Party must explain the basis for its belief that the confidentiality designation was not proper and
8 must give the Designating Party an opportunity to review the designated material, to reconsider the
9 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
10 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
11 has engaged in this meet and confer process first or establishes that the Designating Party is
12 unwilling to participate in the meet and confer process in a timely manner.

13 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
14 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
15 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
16 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
17 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
18 competent declaration affirming that the movant has complied with the meet and confer
19 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
20 motion including the required declaration within 21 days (or 14 days, if applicable) shall
21 automatically waive the confidentiality designation for each challenged designation. In addition, the
22 Challenging Party may file a motion challenging a confidentiality designation at any time if there is
23 good cause for doing so, including a challenge to the designation of a deposition transcript or any
24 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
25 competent declaration affirming that the movant has complied with the meet and confer
26 requirements imposed by the preceding paragraph.

27 The burden of persuasion in any such challenge proceeding shall be on the Designating
28

1 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
 2 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 3 Unless the Designating Party has waived the confidentiality designation by failing to file a motion
 4 to retain confidentiality as described above, all parties shall continue to afford the material in
 5 question the level of protection to which it is entitled under the Producing Party's designation until
 6 the court rules on the challenge.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 9 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 10 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 11 the categories of persons and under the conditions described in this Order. When the litigation has
 12 been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
 13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 15 secure manner that ensures that access is limited to the persons authorized under this Order.

16 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
 17 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 18 information or item designated “CONFIDENTIAL” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
 20 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
 21 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
 22 Bound” that is attached hereto as Exhibit A;

23 (b) the officers, directors, and employees (including House Counsel) of the
 24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed
 25 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
 27 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement

1 to Be Bound" (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff, professional jury or trial consultants, and

4 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
5 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
7 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),
8 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
9 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
10 bound by the court reporter and may not be disclosed to anyone except as permitted under this
11 Stipulated Protective Order.

12 (g) the author or recipient of a document containing the information or a custodian
13 or other person who otherwise possessed or knew the information.

14 7.3 **Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"**

15 **Information or Items.** Unless otherwise ordered by the court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY
17 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

18 (a) the Receiving Party's Outside Counsel or House Counsel of Record in this
19 action, as well as employees of said Outside Counsel of or House Counsel of Record to whom it is
20 reasonably necessary to disclose the information for this litigation and who have signed the
21 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A;

22 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary
23 for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
24 (Exhibit A);

25 (c) the court and its personnel;

26 (d) court reporters and their staff, professional jury or trial consultants, and
27 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have

1 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

2 (e) the author or recipient of a document containing the information or a custodian or
3 other person who otherwise possessed or knew the information.

4 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
5 **OTHER LITIGATION**

6 If a Party is served with a subpoena or a court order issued in other litigation that compels
7 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

9 (a) promptly notify in writing the Designating Party. Such notification shall include
10 a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue in
12 the other litigation that some or all of the material covered by the subpoena or order is subject to
13 this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
15 Designating Party whose Protected Material may be affected.¹

16 If the Designating Party timely seeks a protective order, the Party served with the
17 subpoena or court order shall not produce any information designated in this action as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
19 determination by the court from which the subpoena or order issued, unless the Party has obtained
20 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
21 seeking protection in that court of its confidential material – and nothing in these provisions should
22 be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful
23 directive from another court.

24 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
25 **IN THIS LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a Non-

27 ¹ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and
28 to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from
which the subpoena or order issued.

1 Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 2 ATTORNEYS' EYES ONLY". Such information produced by Non-Parties in connection with this
 3 litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions
 4 should be construed as prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery request, to produce
 6 a Non-Party's confidential information in its possession, and the Party is subject to an agreement
 7 with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

8 1. promptly notify in writing the Requesting Party and the Non-Party that some
 9 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

10 2. promptly provide the Non-Party with a copy of the Stipulated Protective
 11 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
 12 the information requested; and

13 3. make the information requested available for inspection by the Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court
 15 within 14 days of receiving the notice and accompanying information, the Receiving Party may
 16 produce the Non-Party's confidential information responsive to the discovery request. If the Non-
 17 Party timely seeks a protective order, the Receiving Party shall not produce any information in its
 18 possession or control that is subject to the confidentiality agreement with the Non-Party before a
 19 determination by the court.² Absent a court order to the contrary, the Non-Party shall bear the
 20 burden and expense of seeking protection in this court of its Protected Material.

21 **12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 23 Protected Material to any person or in any circumstance not authorized under this Stipulated
 24 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party
 25 of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
 26 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made

27 2 The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-
 28 Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 of all the terms of this Order, and (d) request such person or persons to execute the
2 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **13. MISCELLANEOUS**

4 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
5 seek its modification by the court in the future.

6 13.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
7 no Party waives any right it otherwise would have to object to disclosing or producing any
8 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
9 Party waives any right to object on any ground to use in evidence of any of the material covered by
10 this Protective Order.

11 13.3 Filing Protected Material. Without written permission from the Designating Party or
12 a court order secured after appropriate notice to all interested persons, a Party may not file in the
13 public record in this action any Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
15 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
16 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
17 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
18 to protection under the law. If a Receiving Party's request to file Protected Material under seal
19 pursuant to Civil Local Rule 79-5(e) is denied by the court, then the Receiving Party may file the
20 Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2) unless otherwise
21 instructed by the court.

22 **14. FINAL DISPOSITION**

23 Within 60 days after the final disposition of this action, as defined in paragraph 4,
24 each Receiving Party must return all Protected Material to the Producing Party or destroy such
25 material. As used in this subdivision, “all Protected Material” includes all copies, abstracts,
26 compilations, summaries, and any other format reproducing or capturing any of the Protected
27 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit
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1 a written certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all
3 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has
4 not retained any copies, abstracts, compilations, summaries or any other format reproducing or
5 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to
6 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
7 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
8 product, and consultant and expert work product, even if such materials contain Protected Material.
9 Any such archival copies that contain or constitute Protected Material remain subject to this
10 Protective Order as set forth in Section 4 (DURATION).

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12

13 Dated: April 19, 2017

14 BARBARA J. PARKER, City Attorney
15 OTIS McGEE, JR., Chief Assistant City Attorney
15 KIMBERLY A. BLISS, OPD Dept. Counsel
16 SELIA M. WARREN, Deputy City Attorney

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18 By: /s/ Kimberly A. Bliss*
19 KIMBERLY A. BLISS
20 Attorneys for Defendant
21 CITY OF OAKLAND

22

23 *I hereby attest that I have received the
24 concurrence to file this document from all
25 signatories indicated by a conformed signature (/S/)
26 within this e-filed document.

27

28 Dated: April 19, 2017

Law Offices of Bonner & Bonner

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34 By: /s/ A. Cabral Bonner
35 A. CABRAL BONNER
36 Attorneys for Plaintiffs
37 ALI SALEEM BAY AND JOHN MUHAMMED
38 BEY

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2 PURSUANT TO STIPULATION, IT IS SO ORDERED.
3
4 DATED: _____

5 HON. JACQUELINE SCOTT CORLEY
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United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I have read in
its entirety and understand the Stipulated Protective Order that was issued by the United States
District Court for the Northern District of California on [date] in the case of Bey v. City of
Oakland, Case No. 14-cv-1626 JSC. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated Protective Order to
any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone number]
as my California agent for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

20 Date: _____

21 | City and State where sworn and signed: _____

22 Printed name: _____
23 [printed name]

24 Signature: _____
25 [signature]